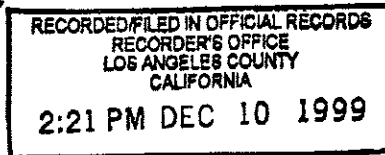


99 2285255



SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

TITLE(S)

FEE CODE	N/A	N/A	0	20	9_	19	04	19
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EXAMINER'S INT

Assessor's Identification Number (AIN)  
To Be Completed By Examiner Or Title Company In Black Ink

Number of Parcels Shown



Revision Number

99 2285255

RECORDING REQUESTED BY  
AND WHEN RECORDED TO MAIL TO

Latham & Watkins  
633 West Fifth Street, Suite 400  
Los Angeles, CA 90071-2007  
Attn: Dale K. Neal, Esq

FEE \$22	U
DAF \$2	
C-20	6

(Space Above This Line for Recorder's Use)

### ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the "Assignment") is made and entered into as of ~~November 12~~ <sup>December 12</sup>, 1999, by and between BOEING REALTY CORPORATION, a California corporation ("Assignor"), and HARBORGATE PROPERTY OWNERS ASSOCIATION, a California nonprofit mutual benefit corporation ("Assignee"), with reference to the following:

A. Assignor is the Declarant under that certain Declaration of Easements, Covenants, Conditions And Restrictions recorded on December 30, 1998 as Instrument No. 98-2372366 in the Official Records of Los Angeles County, California (the "Center CC&Rs"), and Assignor is also the Declarant under that certain Declaration of Covenants, Conditions And Restrictions For Harbor Gateway Center, Industrial Tract Parcel recorded on August 3, 1999 as Instrument No. 99-1483487 in the Official Records of Los Angeles County, California (the "Industrial Tract CC&Rs")

B Assignee is the Association formed pursuant to and under the Industrial Tract CC&Rs. Under Sections 1.12(q) and 13.1 of the Industrial Tract CC&Rs, it is contemplated that Assignor may assign to Assignee certain easements or other rights or obligations of Assignor under the Center CC&Rs. Under Section 1.12(n) of the Industrial Tract CC&Rs, it is contemplated that Assignor may assign to Assignee certain rights and/or obligations under the Street Tree Covenant, the Street Lighting Covenant and the Sideyard Agreement, all as defined or referenced in said Section 1.12(n). Under Sections 8.27 and 8.28 of the Industrial Tract CC&Rs, it is contemplated that Assignee shall become responsible for keeping the Francisco Railroad Crossing and the Knox Railroad Crossing in compliance with the contracts and/or agreements pertaining thereto that may exist from time to time with the City of Los Angeles (the "City") and with the applicable railroad company.

C. Assignor now desires to assign and convey to Assignee, and Assignee desires to accept and assume, all of Assignor's rights and obligations with respect to the Railroad Crossing (as defined in Section II.C.1 of the Center CC&Rs and which shall hereinafter be referred to as the "Knox Railroad Crossing") as set forth in Section II C.1 of the Center CC&Rs,

all of Assignor's rights and obligations under the Street Tree Covenant and the Street Lighting Covenant, certain of Assignor's rights and obligations under the Sideyard Agreement, and all of Assignor's rights and obligations under contracts and/or agreements pertaining to the Francisco Railroad Crossing and the Knox Railroad Crossing that may exist from time to time with the City and with the applicable railroad company

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows

1. ASSIGNMENT Assignor hereby assigns, transfers, sets-over and delivers unto Assignee, without recourse or warranty of any kind, express or implied, (a) all of Assignor's rights and obligations with respect to the Knox Railroad Crossing as set forth in Section II C 1 of the Center CC&Rs, including, without limitation, the obligation to maintain and repair the Knox Railroad Crossing and the right to receive payment from the owner of Lot 3 of the Tract Map (as defined in Recital A of the Center CC&Rs) of fifty percent (50%) of the Reimbursable Costs (as defined in Section II.C.1 of the Center CC&Rs) applicable thereto, (b) all of Assignor's rights and obligations under the Street Tree Covenant, including, without limitation, the right to plant street trees and the obligation to maintain the same and to insure and indemnify the City in connection therewith, all as more fully provided in the Street Tree Covenant, (c) Assignor's obligation to pay the annual costs for the operation and maintenance of street lights under the Street Lighting Covenant to the extent that such annual costs are not billed by the City, through property tax bills or otherwise, directly to the Owners of Lots (as defined in the Industrial Tract CC&Rs), (d) Assignor's right under the Sideyard Agreement to perform maintenance of the Fire Lane (as defined in the Sideyard Agreement), and the right to receive immediate reimbursement therefor, in the event that Sunshine (as defined in the Sideyard Agreement) shall fail to perform such maintenance, and Assignor's obligation to share the cost of such Fire Lane maintenance should Assignor or its successors who are Owners of Lots (as defined in the Industrial Tract CC&Rs) that are subject to the Fire Lane install a "crash gate" restricting access into the Fire Lane and thereafter fail to share such maintenance cost, and (e) all of Assignor's rights and obligations under contracts and/or agreements pertaining to the Francisco Railroad Crossing and the Knox Railroad Crossing that may exist from time to time with the City and with the applicable railroad company.

2. ASSUMPTION. Assignee hereby accepts the foregoing assignment and agrees to assume, discharge, keep, perform and fulfill all of the terms, conditions, duties and obligations arising on or after the effective date of this Assignment to be performed and fulfilled by Assignor under (a) Section II C.1 of the Center CC&Rs with respect to the Knox Railroad Crossing, (b) the Street Tree Covenant, (c) the Street Lighting Covenant, to the extent that the annual costs for the operation and maintenance of street lights are not billed by the City, through property tax bills or otherwise, directly to the Owners of the Lots, (d) the Sideyard Agreement to the extent that Assignor's obligation under certain circumstances to share the cost of Fire Lane maintenance is not performed by the Owners of Lots that are subject to the Fire Lane, and (e) contracts and/or agreements pertaining to the Francisco Railroad Crossing and the Knox Railroad

Crossing that may exist from time to time with the City and with the applicable railroad company.

3 ASSIGNEE'S INDEMNITY. Assignee shall fully and completely defend (with legal counsel selected by Assignor), indemnify and hold harmless Assignor and each and all of its successors, assigns, employees, officers, shareholders, directors, agents, servants and legal representatives from and against any and all manner of action or actions, cause or causes of action, in law or in equity, promises, liabilities, claims, demands, damages, loss, cost or expense (including without limitation attorney's fees and expenses) of any nature whatsoever (hereinafter collectively referred to as "Claims") arising out of, based upon or relating in any way to the obligations assumed by Assignee pursuant to Section 2 of this Assignment. It is the intention of the parties that this indemnity does not require payment as a condition precedent to recovery under this indemnity. Assignee's duty to defend Assignor shall include, without limitation, the duty to defend against any and all Claims which create any potential or possibility for indemnification, and/or against any and all Claims regardless if the same are false, frivolous or groundless.

4 COVENANTS OF FURTHER ASSURANCES. Assignor and Assignee each agree to execute such other documents and perform such other acts as may be necessary or desirable to effectuate this Assignment.

5 SUCCESSORS AND ASSIGNS. All of the terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns.

6. EFFECTIVENESS. The effective date of this Assignment shall be the date upon which this instrument is recorded in the Official Records of the Recorder's Office of Los Angeles County, notwithstanding a prior execution date.

7. ATTORNEYS' FEES. In any action brought for enforcement, damages or declaratory relief with respect to the provisions of this Assignment, the prevailing party shall be entitled to recover all of its costs and expenses, including, without limitation, court and other costs and reasonable attorneys' fees.

99-2285255

IN WITNESS WHEREOF, the parties have executed this instrument as of the date first set forth above.

ASSIGNOR:

BOEING REALTY CORPORATION,  
a California corporation

By: 

Its: STEPHEN J. BARKER

DIRECTOR-BUSINESS OPERATIONS

ASSIGNEE:

HARBORGATE PROPERTY OWNERS  
ASSOCIATION, a California nonprofit mutual benefit  
corporation

By: 

Its: President

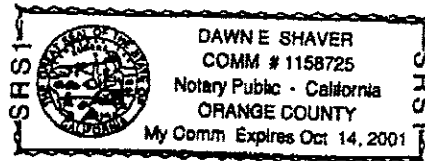
99-2285255

STATE OF CALIFORNIA )  
COUNTY OF Los Angeles ) ss.

On 12-07-99 before me, Dawn E. Shaver DS 12-7-99  
a notary public in and for said State, personally appeared Stephen J. Barker,  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the  
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that  
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s)  
acted, executed the instrument.

WITNESS my hand and official seal

Signature Dawn E. Shaver



(Seal)

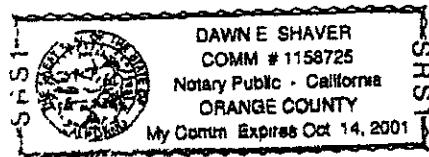
99-2285255

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF Los Angeles )

On 12-07-99 before me, Dawn E Shaver,  
a notary public in and for said State, personally appeared S. Mario Stavale,  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the  
person(~~s~~) whose name(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that  
he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized capacity(~~ies~~), and that by his/~~her~~/~~their~~  
signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~)  
acted, executed the instrument.

WITNESS my hand and official seal.

Signature Dawn E Shaver



(Seal)

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